

Consignment Agreement

This Consignment Agreement (“Agreement”) is made effective as of _____ between _____ (Consignor) and Family Pet Support, doing business as Scarlett’s Treasures (Consignee).

The parties agree as follows:

1. **RIGHT TO SELL.** The Consignor owns the merchandise listed in Appendix A. In accordance with this Agreement, the Consignor grants to Consignee an exclusive right to sell the listed merchandise under the terms of this Agreement. The Consignor agrees to deliver to the Consignee. The Consignee agrees to devote its best efforts to the sale of the listed merchandise. All sale prices and terms of sale shall be determined by the Consignee.
2. **PROCEEDS OF SALES.** The Consignee will pay the Consignor 60% of the sales price of the item(s) listed. Payment shall be remitted to the Consignor within 10 days of the sale.
3. **RECORDS.** The Consignee shall keep accurate records regarding the quantities of the items that are sold. The Consignor shall have the right to inspect such records from time to time after providing reasonable notice of such intent to the Consignee.
4. **TITLE TO MERCHANDISE.** Consigned merchandise shall remain the property of the Consignor until sold.
5. **DURATION.** This Agreement shall be in force for 90 days after the Effective Date. At the end of 90 days, the parties can agree to extend the agreement. If no extension occurs, the Consignor shall pick up the merchandise within 10 days of the Agreement termination.
6. **LOSS.** The Consignee shall be responsible for all shortages, loss, or damage while the merchandise is under the control of the Consignee.
7. **WARRANTIES.** Neither party makes any warranties with respect to the use, sale, or other transfer of the merchandise by the other party or by any third party. In no event will the Consignee be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the merchandise.
8. **TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interest in this Agreement unless the prior written consent of the other party is obtained.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or

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conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this Agreement.

10. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

11. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Washington.

Executed this _____ of _____ 20____.

Consignor: _____

By: _____

Consignee: Family Pet Support, dba Scarlett's Treasures

By: Heidi Lyons, Executive Director
